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T.J. MAXX OF CA, LLC

*[Additional Names on Next Page]*

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

ROXAN GANCINIA, on behalf of herself and  
all others similarly situated, and on behalf of  
the general public,

Plaintiff,

v.

T.J. MAXX OF CA, LLC, a Virginia Limited  
Liability Company, and DOES 1 through 10,  
inclusive,

Defendants.

Case No. 2:22-cv-02161-TLN-JDP

**JOINT MOTION TO STAY CASE  
PENDING RESOLUTION IN  
ARBITRATION; ORDER**

Trial Date: Not Set  
Complaint Filed: October 26, 2022

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1 Subject to the approval of this Court, Plaintiff ROXAN GANCINIA (“Plaintiff”) and  
2 Defendant T.J. MAXX OF CA (“Defendant” or “T.J. Maxx”) (collectively the “Parties”) hereby  
3 jointly move and stipulate submit this matter to binding arbitration and stay this action pending  
4 resolution in that forum.

5 **RECITALS**

6 1. Plaintiff is a former employee of T.J. Maxx.

7 2. In January 2014, Plaintiff received notice of and entered into a Binding Arbitration  
8 Agreement (“Agreement”) with T.J. Maxx, in which the parties mutually agreed that any claims  
9 arising out of or related to Plaintiff’s employment with any affiliates or subsidiaries of T.J. Maxx,  
10 would be resolved by an arbitrator through final and binding arbitration, and not by way of a court  
11 or jury trial.

12 3. On October 26, 2022, Plaintiff filed a Complaint in the Superior Court of the State  
13 of California for the County of San Joaquin. (ECF No. 1-1.) Defendant timely removed the matter  
14 to the United States District Court, Eastern District of California. (ECF No. 1.) Defendant also  
15 began the meet and confer process as it relates to the Agreement entered by Plaintiff.

16 4. After removal, Defendant moved to compel arbitration related to Plaintiff’s  
17 Agreement, as their responsive pleading while the meet and confer process continued.

18 5. As a result of the meet and confer process, the Parties have agreed to submit  
19 Plaintiff’s individual claims in this lawsuit to binding arbitration, and dismissal of the class based  
20 claims, pursuant to the Agreement.

21 6. The parties further agree and stipulate that, pursuant to Federal Arbitration Act  
22 (“FAA”) § 3 (9 U.S.C. §3), the remaining individual pending legal action should be stayed until  
23 the arbitration proceedings are completed.

24 7. Based on the above, the Parties submit there is good cause to stay the instant action  
25 and vacate any and all dates for the purpose of facilitating arbitration of the claims asserted in the  
26 Complaint.

27 8. Therefore, the Parties stipulate and agree, and make this joint motion pursuant to  
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Local Rule 143 for an order staying this action pending resolution of the matter in arbitration.

**STIPULATION AND MUTUAL AGREEMENT TO ARBITRATE**

1. Plaintiff agrees to dismiss the class portion of the case and submit his individual claims as set forth in the Complaint to binding arbitration.

2. The Parties jointly move this action shall be stayed pending resolution of the arbitration, and all dates currently on calendar be vacated.

3. The Parties will advise the Court within 5 days of any settlement or resolution of claims by award rendered by the Arbitrator so the Court may dismiss this action.

Dated: March 28, 2023

/s/ Roman Otkupman

Roman Otkupman  
OTKUPMAN LAW FIRM  
Attorneys for Plaintiff  
BUCHANAN IRISH

Dated: March 28, 2023

/s/ Brittany L. McCarthy

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Jannine E. Kranz  
Brittany L. McCarthy  
Amanda Fleming  
LITTLER MENDELSON, P.C.  
Attorneys for Defendant  
T.J. MAXX OF CA, LLC

**SIGNATURE CERTIFICATION**

Pursuant to Rule 131 of the Court's Local Rule, I hereby certify that the content of this document is acceptable to Roman Otkupman, counsel for Plaintiff Roxan Gancinia, and I have obtained authorization to affix his electronic signature to this document.

Dated: March 28, 2023

/s/ Brittany L. McCarthy

Brittany L. McCarthy

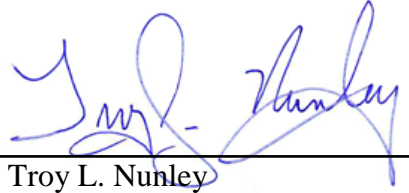
**ORDER**

Pursuant to the Parties' stipulation, the Joint Motion is GRANTED. It is hereby ORDERED:

1. The class claims are hereby dismissed and the individual action is ordered to arbitration.
2. This matter is stayed pending resolution of arbitration.
3. All dates currently set are hereby VACATED.
4. The Parties are to advise the Court within 5 days of any settlement or resolution of claims by award rendered by the Arbitrator so the Court may dismiss this action.

**IT IS SO ORDERED.**

Dated: March 28, 2023

  
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Troy L. Nunley  
United States District Judge